

ORIGINAL

SMART CITIES PILOT PROGRAM AGREEMENT

MAR 27 2019

This Pilot Agreement (the "Pilot Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between AT&T Mobility, LLC, on behalf of itself and its affiliates ("AT&T"), and the City of San Jose, California (the "City") (at times, AT&T and the City are referred to individually as a "Party" and together as the "Parties"). AT&T and the City will be deemed to include their respective parents, subsidiaries, and affiliates, and the directors, officers, employees, agents, representatives, and subcontractors of all of them.

1. RECITALS.

1.1 On or around May 1, 2018, the City and AT&T Affiliate New Cingular Wireless PCS, LLC entered into that certain Funding and Reimbursement Agreement for Permitting and Process Improvement Costs Related to the Permitting of Small Cells on City-Owned Assets in the Public Right of Way, as amended (the "Funding Agreement").

1.2 Pursuant to the Funding Agreement, those parties agreed, among other things, to engage in this Pilot Agreement.

1.3 The City and AT&T have created and agreed upon one or more statements of work (each a "SOW") that among other things, identifies the various technologies, equipment, solutions, software, and/or systems to be provided to the City in a pilot scenario (collectively, the "Services"), and sets forth the various operational responsibilities and obligations associated with a corresponding pilot of such Services (the "Pilot"). A copy of each SOW is or will be attached hereto in Exhibit A.

1.4 Certain third parties (each an "Alliance Member") have entered into agreements with AT&T that, among other things, allow AT&T to provide certain of the Services.

1.5 The Parties intend to implement the Pilot in accordance with the terms and conditions of this Pilot Agreement including, without limitation, the SOW(s).

2. **AGREEMENT.** In consideration of the recitals set forth in §1 above, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and the City hereby agree to the terms and conditions of this Pilot Agreement.

3. PILOT.

3.1 **General.** Under the Pilot, AT&T, through itself and the Alliance Members, will provide a pilot of certain Services, as set forth in the SOW(s). The Parties will cooperate in good faith to implement the Pilot in accordance with this Pilot Agreement and the SOW(s). Additional SOWs may be added to the Pilot Agreement provided each is signed by an authorized representative of the City and AT&T. SOWs may include additional terms and conditions including, but not limited to license terms. Each SOW will have its own term and may include corresponding termination rights. The Services provided under the Pilot include the following and as more fully described in the attached Statements of Work and/or their exhibits:

- SOW 1-Digital Infrastructure: IoT device including various sensors and HD cameras with 360-degree view, enabling a host of use cases.
- SOW 2-Connectivity: Wireless and wireline connectivity to enable pilot technologies.

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- **SOW 3-LED Lighting and Controllers:** LED conversions and lighting controllers, including wi-fi extenders.

In addition to the Services described in their corresponding SOWs, AT&T is also providing the City certain one-time funding to City-recommended, community-based organizations to include tablet devices and training programs for seniors and youth, as set forth in §5.19 herein.

3.2 Pilot Period. Under the Pilot Agreement, and subject to any termination rights set forth herein, the term "Pilot Period" means the time-period from the Effective Date of each Pilot through the expiration of the last remaining SOW hereunder.

3.3 Termination.

3.3.1 Material Breach. If either Party fails to perform or observe any material warranty, representation, term or condition of this Agreement, and such failure continues un-remedied for fifteen (15) days after receipt of notice, the aggrieved Party may terminate the Agreement.

3.3.2 Cross-Termination. The Parties acknowledge and agree that termination of the Funding Agreement for any reason whatsoever will automatically terminate this Pilot Agreement.

3.4 Costs and Fees. Each SOW will set forth the corresponding, mutually agreed-upon costs and fees for the Services to be provided in connection with such SOW.

3.4.1 Additional Charges and Taxes. Prices set forth in a SOW are exclusive of and the City will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from the City's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent the City provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, the City may withhold or deduct any applicable taxes from payments due to AT&T, provided that the City will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

3.4.2 Payments. Payment is due within thirty (30) days after the date of the invoice (unless another date is specified in a SOW) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. The City will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees.

3.4.3 Delayed Billing; Disputed Charges. The City will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If the City disputes a charge, the City will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or the City waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute.

3.4.4 Certain Definitions. For purposes of this Pilot Agreement, the following terms are ascribed their corresponding definitions:

- "Tariff" means documents containing the descriptions, pricing and other terms and conditions for a service that AT&T or its Affiliates file with regulatory authorities
- "Guidebooks" mean documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a service that were but no longer are filed with regulatory authorities.

3.5 Ownership. AT&T and/or the respective Alliance Members own all the raw, original data generated with respect to the Services in connection with the Pilot. AT&T will provide the City access to certain cumulative data and reports generated with respect to the Services in connection with the Pilot, and the City may retain such cumulative data following the conclusion of the Pilot. All data referred to in this §3.5 is confidential information subject to §4.5 of this Pilot Agreement.

3.6 Pilot Conclusion. Upon expiration or termination of each SOW, the corresponding Services will no longer be operational or otherwise available to the City. The handling and disposition of certain physical equipment and/or other tangible property is addressed in each SOW.

4. TERMS AND CONDITIONS.

4.1 Limitation of Liability. Neither Party will be liable to the other Party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased cost of operations arising in connection with this Pilot Agreement in any way. This §4.1 will apply (i) regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind, whether active or passive) or otherwise, and (ii) whether or not damages were foreseeable. With respect to proven, direct damages, AT&T's liability under this Pilot Agreement will not exceed FIFTY THOUSAND DOLLARS (\$50,000.00) on a per claim or aggregate basis.

4.2 Indemnification. AT&T will indemnify, defend and hold harmless the City against any claims, loss or damages arising out of third party claims resulting from bodily injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to tangible real or tangible personal property and from violation of intellectual property rights, other than as described below to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of AT&T, its agents, employees, subcontractors, or Alliance Members in connection with the provision or use of the Services or performance of this Agreement or any SOW. AT&T's obligations to the City under this §4.2 are limited pursuant to §4.1 herein. The City agrees to give AT&T prompt written notice of any written threat, warning, or notice of any such claim, suit, or action, and to provide AT&T copies of applicable papers served upon or received by the City. To the extent permitted by law, AT&T will have the sole right to conduct the defense of any such claim, suit or action and all negotiations for its settlement, judgment or compromise. INDEMNIFIED ITEMS WILL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE AT&T'S LIABILITY.

4.3 Intellectual Property. Any inventions, improvements, developments or innovations resulting or derived from the Pilot that are made, conceived or devised by AT&T and/or any Alliance Member prior to, in the course of, and/or after the Pilot, including all rights to patents, copyrights, trademarks and trade secrets related thereto, are and will be the sole and exclusive property of AT&T or the corresponding Alliance Member (as applicable), including but not limited to any and all inventions, ideas, and know-how. Neither ownership of, nor title to, nor license under any invention, improvement, development or innovation (including all rights to patents, copyrights, trademarks and trade secrets related thereto) provided or made available to the City by AT&T or an Alliance Member in the Pilot Period will pass to the City.

4.4 Warranty Exclusions.

4.4.1 THE CITY UNDERSTANDS THAT THE PILOT INVOLVES SERVICES AND IS OFFERED ON AN "AS IS" BASIS. AT&T AND ALLIANCE MEMBERS MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, RELATING TO THE RELIABILITY, EFFECTIVENESS, ACCURACY, COMPLETENESS, PERFORMANCE, OR OPERATION OF THE PILOT, THE SERVICE, OR OF THE EQUIPMENT AND SERVICES FURNISHED TO THE CITY FOR PURPOSES OF THE SERVICE OR THE PILOT, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4.2 The City understands and agrees that AT&T does not guarantee that the Pilot will not cause interruptions in or interference with the City's telecommunications services. Credits for any service outages to AT&T's tariffed services during the Pilot Period will be determined solely in accordance with the terms of the applicable tariff or agreement.

4.5 Confidentiality. The Parties agree to the confidentiality provisions set forth in this §4.5; provided, however, that AT&T may discuss the concepts and substance of this Pilot Agreement, the SOW, and related matters with any Alliance Members that are contractually bound to confidentiality obligations with respect to such information similar to those set forth in this §4.5.

4.5.1 Agreement to Keep Information Confidential. The Parties, for their mutual benefit, desire to disclose or have disclosed to the other, certain specifications, designs, plans, drawings, software, data prototypes, or other business and/or technical information (hereinafter collectively referred to as "Information") which is proprietary to the disclosing Party or its affiliated companies and which comprise trade secrets. The receiving Party will hold such Information in confidence, will reproduce or copy such Information only to the extent necessary for its authorized use, will restrict disclosure of such Information to its employees (and, in the case of AT&T, to Alliance Members) who have a need to know, will advise such employees of the obligations assumed under this section, and will not disclose such Information to any third party without the prior written approval of the other Party.

4.5.2 Exceptions. These restrictions on the use or disclosure of Information will not apply to any Information: (a) that is independently developed by the receiving Party or its affiliated companies or lawfully received free of restriction from another source having the right so to furnish such Information; or (b) that is or becomes publicly available by means other than unauthorized disclosure; or (c) that, at the time of disclosure to the receiving Party, was known to such Party or its affiliated companies free of restriction as evidenced by documentation in such Party's possession; or (d) that the disclosing Party agrees in writing is free of restrictions stated in this Pilot Agreement; or (e) may be legally required to be disclosed under state or local law, including the California Public Records Act, Government Code section 6250 et seq. or ("Public Records Act") or by judicial or other governmental action.

4.5.3 Information Subject to Confidentiality Obligations. Information will be subject to these confidentiality restrictions if it is in writing or other tangible form, only if clearly marked as proprietary when disclosed to the receiving Party or, if not in tangible form, only if summarized in a writing so marked and delivered to the receiving Party within thirty (30) days of such disclosure, in which case the Information contained in such summary will be subject to the restrictions herein. Notwithstanding the foregoing, the inadvertent failure to mark or designate Information as confidential and proprietary will not serve to waive the confidentiality thereof where it is reasonably obvious, under the circumstances surrounding disclosure, that the Information is confidential or proprietary; any such Information so disclosed or obtained will automatically be deemed to be confidential and proprietary. In addition, the following will be considered AT&T proprietary Information that is subject to the confidentiality obligations set forth herein, regardless of any marking by AT&T: any Services descriptions, technical data and specifications, network and Service design information, and similar data relating to the Services.

4.5.4 Intellectual Property Issues Related to Information. By conveying Information to a Party hereunder, no license nor any other intellectual property right whatsoever is granted or implied to a Party. None of the Information which may be disclosed or exchanged by the Parties will constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or of either Party.

4.5.5 Ownership of Information. All Information will remain the property of the transmitting Party and will be returned upon written request or upon the receiving Party's determination that it no longer has a need for such Information, except for cumulative data provided to the City under § 3.5 of this Pilot Agreement. Upon expiration or termination of this Pilot Agreement, each Party will return to the transmitting Party, or, if agreed to by the transmitting Party, destroy, all Information supplied by the transmitting Party, and all copies of Information. For the avoidance of doubt and without limitation, the Parties consider the following to be Information subject to the confidentiality obligations of this Pilot Agreement, and to be owned by AT&T: the information on the usage of Services by the City and other original data generated with respect to the Services that is collected by or in the possession of AT&T or the Alliance Members. Notwithstanding anything herein to the contrary, each Party may retain a copy of the Pilot Agreement following its expiration or termination.

4.5.6 Confidentiality Timeframes. Each Party agrees that all its obligations undertaken in this §4.5 as a receiving Party of Information will survive and continue for three (3) years after any termination of this Pilot Agreement. Notwithstanding the foregoing sentence, the Parties' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law for three (3) years after termination or the period specified by applicable law, whichever is longer.

4.6 Insurance. AT&T will obtain and maintain in full force and effect during the term of this Agreement the insurance coverage described in Exhibit C attached hereto and incorporated by reference herein, or which is otherwise prudent in the judgment of the City. The insurance coverage shall be with insurers acceptable to the City and in form and substance satisfactory to City and shall name the City as an additional insured, or loss payee, as applicable.

5. MISCELLANEOUS.

5.1 Publicity. The Parties will cooperate in good faith with respect to (a) any joint press releases; (b) marketing; (c) case studies; and/or (d) other publicity related to this Pilot Agreement (collectively, the "Publicity"). Neither Party will use the name or logo of the other Party in any Publicity without the express written consent of the other Party.

5.2 Application of Existing Contracts. Notwithstanding anything to the contrary in this Pilot Agreement, the Parties acknowledge and agree that the Pilot Agreement does not modify or otherwise affect any existing contract between AT&T, the City, and/or an Alliance Member, each and all of which remain in full force and effect.

5.3 Procurement Rules. The City represents, acknowledges and agrees that: (a) the City's participation in the Pilot does not violate any applicable procurement rules in effect as of the Effective Date; (b) physical equipment or other tangible personal property being left with the City at the conclusion of the Pilot (see §3.6 herein and applicable SOWs) does not violate any applicable procurement rules in effect as of the Effective Date; and/or (c) AT&T's provision of the Pilot will not disqualify AT&T from any future procurements with the City.

5.4 Access Right. The City will furnish AT&T and Alliance Members with access to any conduit holes, wireways, wiring, plans, equipment, space, power/utilities, and other property as AT&T and the Alliance Members reasonably require for the Services. To effectuate such access, the City will obtain or provide, at no cost, any

necessary licenses, permits and consents (including easements and rights-of-way) necessary for the Pilot, including licenses, permits and consents for property controlled by third parties such as any of the City's landlord(s).

5.5 Safe Working Environment. The City will ensure that the location at which AT&T and/or the Alliance Members installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T and the Alliance Members will have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

5.6 No Agency or Joint Venture. This Pilot Agreement will not be construed as creating a partnership, joint venture, employment or agency relationship or as granting a franchise. Alliance Members are not parties to this Pilot Agreement and there are no legal obligations between the City and Alliance Members associated with this Pilot Agreement, except as expressly set forth in a SOW or contained in a separate agreement between the City and an Alliance Member (e.g., end user license agreement, terms of service, etc.). It is understood and agreed by and between the Parties that AT&T, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by AT&T pursuant to this Agreement will be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional will supervise the performance of its services and will be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.7 Costs. Except as otherwise provided, each Party will bear its own costs and expenses with respect to participating in the Pilot.

5.8 Choice of Law. The construction, interpretation and performance of this Pilot Agreement will be governed by the laws of the State of California without giving effect to its choice of law rules.

5.9 Assignment. Neither Party may assign or transfer or attempt to assign or transfer any part or all of this Pilot Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, except that AT&T may assign this Pilot Agreement to its parent, any subsidiary, or any affiliate.

5.10 Survival. Section 4 of the Pilot Agreement will survive any expiration or termination of this Pilot Agreement.

5.11 Commitments. The City acknowledges that, except as set forth herein, nothing in this Pilot Agreement will be construed as a commitment by AT&T or Alliance Members to provide the Services to the City or any other party at the end of a SOW and/or the Pilot Agreement.

5.12 Notice; Point of Contact. Any required notices under this Pilot Agreement will be in writing and will be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by electronic mail (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice will be sent to the respective Party's primary point of contact set forth below.

City's Primary Point of Contact
John Wildemuth
Department of Public Works
Facility Management-Electrical
200 East Santa Clara Street

AT&T's Primary Point of Contact
Sara Farooqi
Lead Product Marketing Manager
5001 Executive Parkway
San Ramon, CA 94583

San Jose, CA 95113
John.wildemuth@sanjoseca.gov
408-373-5746

sf1654@att.com
925-487-6560

With a Copy to:

Keshav Gupta
Smart City IoT Lead
City of San Jose
Civic Innovation, City Manager's Office
200 East Santa Clara Street
San Jose, CA 95113
Keshav.gupta@sanjoseca.gov
415-902-8976

5.13 Force Majeure. Neither Party nor its affiliates, subsidiaries, subcontractors, parent corporation or any of its parent's affiliates or subsidiaries will be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

5.14 Vandalism. If any of the Services are damaged during the Pilot due to vandalism or similar actions by third-parties, neither AT&T nor any Alliance Member will be obligated to replace or repair such Services as part of the Pilot.

5.15 No Interference. Neither the City nor any of its Users may install any amplifier, enhancer, repeater or other device or system on AT&T's network or spectrum without AT&T's prior written approval.

5.16 Priority of Documents; Conflicts. The order of priority of the documents that form this Pilot Agreement is the applicable Statement of Work and the Pilot Agreement. In the event of any conflicts between the Pilot Agreement and the applicable SOW, the SOW will control, but only with respect to its subject-matter.

5.17 Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by AT&T or the City, as applicable, to execute the Pilot Agreement on behalf of the respective Party, and that AT&T and the City agree to be bound by the provisions hereof.

5.18 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Pilot Agreement will survive termination.

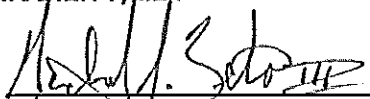
5.19 Funding Agreement. The Funding Agreement obligates AT&T to provide approximately ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) in value to the City (the "AT&T Obligation"). The Parties acknowledge and agree that the AT&T Obligation is comprised of: (a) approximately NINE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$980,000.00) to ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) in Services provided under this Pilot Agreement; (b) an AT&T Corporate Contribution of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) as described in the letter attached hereto and incorporated herein as Exhibit B; and (c) the Contingency Funds described in §5.19.1 below. The AT&T Obligation is further detailed in Exhibit D, attached hereto and incorporated herein by reference.

5.19.1 Contingency Funds. The Parties acknowledge and agree that the portion of the AT&T Obligation provided under this Pilot Agreement includes up to ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000.00) available to the City to be used to cover certain costs that may arise in connection with any of the Statements of Work attached and incorporated into this Pilot Agreement (the "Contingency Funds"). The Parties further acknowledge and agree that (a) any use of Contingency Funds must be pursuant to the mutual agreement of the Parties through a change request form; (b) the Parties will cooperate in good faith towards a mutual agreement for having the Contingency Funds apply to any of the Services described in the attached SOWs; and (c) any use or non-use of the Contingency Funds does not de-value the portion of the AT&T Obligation provided through this Pilot Agreement. The Parties further acknowledge and agree that to the extent any or all of the Contingency Funds are not applied to any of the Services or are otherwise unused at the end of the Pilot Period, then the City is not entitled to receive any Contingency Funds not so used.

5.20 Entire Agreement. The terms and conditions of this Pilot Agreement will constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and will supersede all prior, written or oral agreements, proposals or understandings. This Pilot Agreement will not be modified, altered, changed or amended in any respect, except by a writing signed by an authorized representative of each Party.

AT&T MOBILITY, LLC

BY:



NAME:

Michael J. Zeto III

TITLE:

Vice President & GM IOTS

DATE:

March 8TH, 2019

CITY OF SAN JOSE, CALIFORNIA

BY:



NAME:

Leland Wilcox

TITLE:

Chief of Staff Office of the City Manager

DATE:

3/14/19

Approved as to form

 3/12/19

Elizabeth Klotz

Senior Deputy City Attorney

EXHIBIT A

STATEMENT(S) OF WORK

[IMMEDIATELY FOLLOWS THIS PAGE]

STATEMENT OF WORK A-1 TO CITY OF SAN JOSE, CALIFORNIA PILOT AGREEMENT

This Statement of Work, No. A-1 (the "Intelligent Nodes SOW") is attached to and incorporated in the Smart Cities Pilot Agreement between AT&T Mobility, LLC, on behalf of itself and its Affiliates, and San Jose, California (the "City"), dated _____ (the "Pilot Agreement"). Unless otherwise defined herein, capitalized terms have the meanings ascribed them in the Pilot Agreement. The Intelligent Nodes SOW is effective as of the date on the last signature below (the "Intelligent Nodes SOW Effective Date").

1. **Purpose.** The purpose of the Intelligent Nodes SOW is to document the digital infrastructure solution that AT&T will provide to the City under the terms and conditions of the Pilot Agreement (the "Project"). Current, powered by GE, a business unit of General Electric Company is an Alliance Member under the Pilot Agreement and is providing products and services in connection with the Project.

1.1 Project objectives **IN SCOPE:**

- Delivering fifteen (15) Intelligent nodes (each an "Intelligent Node" and in groups of two or more, the "Intelligent Nodes") a mutually agreed upon location;
- Deploying, configuring, commissioning, and hosting the Nodes;
- Providing corresponding API Services management portal known as "Control Console";
- Providing a management portal for Intelligent Nodes known as "Node Manager";
- Providing AT&T Control Center for management of the SIMs used for data transport;
- Providing wireless connectivity to the Intelligent Nodes;
- Providing one (1) two-hour training session on the Intelligent Nodes Software for the City's designated users;
- Providing technical support for the Intelligent Nodes and the Intelligent Nodes Software during normal business hours, 8AM - 6PM ET;
- Providing overall Project management support during the term of the Intelligent Nodes SOW; and
- One five (5)-year Limited Warranty for each Intelligent Node as set forth on Appendix B.

1.2 Project objectives **OUTSIDE OF SCOPE:**

- Removing any Intelligent Node(s) upon termination or expiration of the Pilot Agreement;
- Installation and activation of Intelligent Nodes; and/or
- Providing anything not specifically listed in §1.1 herein as being in scope

2. **Engagement Approach.** The Project includes delivery, commissioning, activation, training, and operations and support as set forth in Table 2 below. AT&T will commence the Project within fourteen (14) days after the Intelligent Nodes SOW Effective Date. During each major Project phase, AT&T and the City will jointly review the Key Deliverables described in Table 2, provide appropriate acceptances, and mutually agree on how to move forward to the next phases as appropriate.

TABLE 2

Project Phase	Duration	Responsible Party	Key Deliverable
DELIVERY			
Delivery of Intelligent Nodes	Estimated sixteen (16) calendar weeks from date of order	AT&T	√
INSTALLATION & ACTIVATION			
Installation and activation of Intelligent Nodes	Thirty (30) business days after Intelligent Nodes delivery	City	√
Commissioning of Intelligent Nodes	Ten (10) business days after Intelligent Nodes Installation	AT&T	√
Deploying, configuring, and hosting Intelligent Nodes Software	Ten (10) business days after Intelligent Nodes Installation	AT&T	√
TRAINING			
Provide the Training	One (1) business day	AT&T	√
OPERATIONS & SUPPORT			
Providing the Project and corresponding support in accordance with this Intelligent Nodes SOW	Throughout remaining term of Intelligent Nodes SOW	AT&T	√

2.1 Acceptance Criteria and Remediation. AT&T and the City will ensure timely review and acceptance of the Project's Key Deliverables set forth in §2.

When either Party provides notice of completing a Key Deliverable to the other Party, the Party receiving such notice will provide written acceptance or written notice of non-conformity to resolve any shortcomings within five (5) business days (unless otherwise agreed) from the receipt of the Key Deliverable (the "Acceptance Period"). If the Party receiving the completion notice does not provide written notification within the Acceptance Period, the Key Deliverable will be considered accepted and approved.

If a Party delivers, before the end of the Acceptance Period, a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the Key Deliverable fails to conform to the applicable acceptance criteria, then the other Party will modify the Key Deliverable to correct the non-conformities and resubmit notice of the Key Deliverable to the other within ten (10) business days (unless otherwise agreed) from receipt of the notice of non-conformity ("Correction Period"). Upon resubmission of the Key Deliverable, another Acceptance Period will ensue.

2.2 Change Control Process. AT&T and the City must submit change requests to the Intelligent Nodes SOW in writing via the change request form attached hereto as Appendix A. The Party requesting the change must submit a written request to the other Party and the receiving Party will issue a written response within five (5) business days of the receipt of the request, including whether the receiving Party accepts or rejects the request and/or any changes to the terms and conditions. Once agreed upon, both Parties must execute a change request form.

2.3 Data Ownership. AT&T and the City acknowledge and agree that as between the Parties the City will own: (i) any and all data that is sensed, observed, or gathered from the Intelligent Nodes including, without limitation, all raw data, Metadata and all API-supported media formats; (ii) API calls and data stored in the cloud; and (iii) individual or collective outputs of the APIs (collectively the "Data").

2.4 Intelligent Nodes Ownership. The City assumes the risk of loss for each Intelligent Node (but not the SIMs) when such Intelligent Node is delivered by or on behalf of AT&T to the City's designated location. The City assumes ownership of the SIMs upon AT&T's completion of Commissioning.

2.5 Payment. The City will pay to AT&T ZERO DOLLARS (\$0.00) for the Project.

3. Assumptions. The Parties agree to the following assumptions for the Project:

- The City will provide electrical power to the Intelligent Nodes sufficient for availability twenty-four (24) hours a day, and seven (7) days a week;
- The City will timely obtain and provide all necessary permits and approvals related to the Project in a timely manner that does not impact the Project's timelines;
- The City has hardware sufficient to access the Intelligent Nodes' Information through a web-based interface;
- Support-related activities will be conducted during normal business hours Mondays through Fridays, 8:00 AM-5:00 PM CT; and
- The City is responsible for verifying voltage at streetlight pole is compatible to the Nodes; and
- The City is responsible for the maintenance of, and updates to, the Intelligent Node. Node Manager allows City to monitor and apply over-the-air (OTA) updates to the Intelligent Node.

4. Roles. At each stage, the City and AT&T will deploy resources according to their areas of expertise and capacity including, without limitation, a technical lead on behalf of both Parties.

5. Connectivity. AT&T will provide wireless connectivity to the Intelligent Nodes sufficient for the Project at no charge to the City beyond what is set forth in §2.6 herein. AT&T reserves the right to cap the total wireless data consumption if deemed excessive. AT&T will provide notice to the City prior to capping any data usage to discuss options.

6. **Project Exit Scenarios.** Upon termination of the Intelligent Nodes SOW, the Intelligent Nodes Software and corresponding wireless connectivity will be terminated. Any Intelligent Nodes and other hardware provided in connection with the Project will remain in place and ownership of such Intelligent Nodes and hardware will immediately transfer to the City. SUCH INTELLIGENT NODES AND HARDWARE IS PROVIDED ON AN "AS IS" BASIS, AND AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS REPRESENTATION OR WARRANTY WITH RESPECT THE HARDWARE.
7. **Term of Intelligent Nodes SOW.** The Intelligent Nodes SOW is effective as of the Intelligent Nodes SOW Effective Date and will remain in effect through next consecutive twenty-four (24) months.
8. **Location.** Locations in San Jose, California where AT&T will provide the Project:
- Mutually agreed-upon locations within the City
9. **Service Issues.** The City is responsible for notifying AT&T of any service issues related to the Project.
10. **Applicable AT&T Service Guides.** The following AT&T Service Guides apply to the Project.

Service	Service Publication Location ("SCDI Service Guide")	Territory
SCDI	http://serviceguidenew.att.com/sg_flashPlayerPage/SCDI	United States
Wireless Connectivity	http://serviceguidenew.att.com/sg_flashPlayerPage/M2M	United States

11. **Project Managers / Points of Contact.**

AT&T's initial point-of-contact (e.g., Project Manager) is:

Name: Sara Farooqi
Lead Product Marketing Manager
Address: 5001 Executive Parkway, San Ramon, CA 94583
Email: sf1654@att.com
Phone: 925-487-6560

The City's initial point of contact is:

Name: John Wildemuth
Dept of Public Works/Facility Management Electrical
Address: 200 East Santa Clara Street, San Jose, CA 95113
Email: john.wildemuth@sanjoseca.gov
Phone: 408-373-5746

AT&T and the City may change its points-of-contact by notifying the other in writing.

12. **Transmission of Original Signatures and Executing Multiple Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and will bind the Parties to the same extent as that of an original signature. The Intelligent Nodes SOW may be executed in multiple counterparts, each of which will be deemed to constitute an original but all of which together will constitute only one document.

IN WITNESS WHEREOF, AT&T and the City have caused the Intelligent Nodes SOW to be executed as of the last date below.

AT&T MOBILITY/LLC

By:

Printed Name:

Title:

Date:

SAN JOSE, CALIFORNIA

By:

Printed Name:

Title:

Date:

Leland Wilcox

Chief of Staff Office of the City Manager

3/14/19

APPENDIX A – SAMPLE CHANGE REQUEST FORM

Change Request Number: _____			
Requestor:		Tracking #:	
Title:		Date of Request:	
Nature of the Change Request:			
<i>(Please list specific details explaining the Change):</i>			
Change Priority:			
Priority: () high () medium () low			
Attached Materials: (list of additional documents required for other sources – i.e. engineering drawings, equipment order list, etc.)			
To be completed by the Project Manager:			
Impact of Change on the Project :			
Impact of Project Time and Scheduled Delivery Date:			
Impact on Pricing and SOW:			
Notes or Additional Information:			

APPENDIX B – WARRANTY

CityIQ, Intelligent Cities Universal Node Five-Year Limited Warranty

WARRANTY: Subject to the terms and conditions specified in this Limited Warranty, Current powered by GE, a General Electric Company, warrant that CityIQ intelligent node ("Product") purchased directly from GE will be free from: (a) defects in material and workmanship of electrical components until the earlier of (i) five (5) years from the date of manufacture, and (ii) 44,000 hours of operation; (b) defects in material and workmanship of non-electrical components until five (5) years from the date of manufacture; and (c) visible exterior-surface cosmetic defects in paint and material finishes (described as chips, pitting, corrosion, chalking/fading) exceeding 50% loss from the initial 60-degree gloss per ASTM D523-08, and other surface deterioration greater than 15% of the surface, in each case until five (5) years from the date of manufacture; provided, however, that GE does not warrant: (1) 3rd party sensors, which are covered by the applicable warranties (if any) of the companies that manufacture these devices, and (2) paint and material finishes when Product is installed in a coastal application, unless the Product is ordered with GE's Coastal Finish option (Y)² and (3) contractor or 3rd party installation or in-field Commissioning (4) installation, performance, usage, or failure of any lighting fixture that is mounted to Product. (5) software distributed by GE with or without the GE or Current brand (including but not limited to system software shipped with Product). Please refer to the Current SLA agreement accompanying purchase of Product for details of software usage rights and up-times.

REMEDY: If a Product fails to meet the warranty set forth above, then GE will, at its option, either (i) repair the defective Product, (ii) provide a free replacement Product or replacement parts, F.O.B. GE's warehouse, or (iii) refund the purchase price paid to GE for the Product or replacement parts. Any replacement Product or part will be comparable in function but may not be identical to the original. The replacement or repaired Product is warranted for the remainder of the original warranty period. GE is not responsible for labor and other costs associated with removal or reinstallation.

TERMS AND CONDITIONS: The Limited Warranty is VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of GE; if any components are replaced with components of other manufacturers, or if the Product is operated outside specified electrical values or is subject to abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation in environmental conditions (e.g. ambient temperature) outside normal specified operating range.

GE shall not be responsible for any failure of Products that result from external causes, including, but not limited to, act of God; power surges that exceed product specification; improper power supply; fault of negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, maintenance, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the Product itself.

Notwithstanding anything to the contract in this Limited Warranty, the CityIQ intelligent node Product shall not be deemed to fail to meet the warranties above should (i) 3rd party cellular/Wi-Fi communications services responsible for retrieving and/or delivering CityIQ intelligent node data be disrupted or discontinued or (ii) any of the API data retrieval services be interrupted or discontinued for any reason or (iii) any of the provided seed application¹ services be interrupted or discontinued for any reason or (iv) any

light fixture, and/or the fixtures lighting controls, mounted to the CityIQ node fail for any reason or (v) any occlusions to the CityIQ sensors that prevent the unit from proper function. This limited warranty extends only to Purchaser, but GE will honor, under the terms of this Limited Warranty, valid warranty claims by Purchaser arising from a failure to meet the above warranty when the Product has been resold in new condition and used only by the original end user.

HOW TO MAKE A WARRANTY CLAIM: GE must issue a Return Material Authorization (RMA#) for all requests for warranty review. To make a warranty claim, retain the failed Products and notify your GE sales or the reseller's customer service representative in writing within thirty (30) days of the failure. After contacting GE and receiving an RMA number, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product. The Product must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this Limited Warranty. *GE reserves the right to examine all failed Product to determine the cause of failure and patterns of usage and shall be the sole judge as to whether any Product is defective and covered under this Limited Warranty.*

LIMITS OF LIABILITY: THE FOREGOING LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF THE PURCHASE AND THE SOLE LIABILITY OF GE FOR THE SPECIFIED PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL GE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES INCLUDING LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

¹Coastal application is defined as within one (1) mile of a saltwater coastline

²Coastal Finish, when offered, is Option Y in the ordering number logic for CityIQ intelligent nodes

STATEMENT OF WORK A-2 TO CITY OF SAN JOSE, CALIFORNIA PILOT AGREEMENT

This Statement of Work, No. A-2 (the "Data Connectivity SOW") is attached to and incorporated in the Smart Cities Pilot Agreement between AT&T Mobility, LLC, on behalf of itself and its Affiliates, and San Jose, California (the "City"), dated _____ (the "Pilot Agreement"). Unless otherwise defined herein, capitalized terms have the meanings ascribed them in the Pilot Agreement. The Data Connectivity SOW is effective as of the date on the last signature below (the "Data Connectivity SOW Effective Date").

1. **Purpose.** The purpose of the Data Connectivity SOW is to document the machine to machine wireless wide area network communications service ("Wireless Data Service") that AT&T will provide to the City under the terms and conditions of the Pilot Agreement and the AT&T Business Service Guide for Internet of Things Wireless Communications Service found at http://serviceguidenew.att.com/sg_flashPlayerPage/M2M, for the City to bundle with City-owned Ubicqua Smart Lighting Controllers (the "Project"). For purposes hereof "Controllers" means hardware manufactured by Ubicqua which is equipped with an AT&T LTE SIM.

1.1 **Project objectives IN SCOPE:**

- Deploying, configuring, and hosting an AT&T Control Center account for the City
- Providing Wireless Data Service to the Controllers
- Providing technical support for the Wireless Data Service during normal business hours, Monday through Friday, 8AM - 6PM EST

1.2 **Project objectives OUTSIDE OF SCOPE:**

- Providing anything not specifically listed in §1.1 herein as being in scope

2. **Wireless Data Service.**

2.1. **Connectivity.** In exchange for the consideration outlined in the Pilot Agreement, AT&T will provide wireless connectivity for all six hundred seventy (670) controllers described in SOW 3 at 5MB/year/node throughout the Data Connectivity SOW Term. AT&T reserves the right to cap the total wireless data consumption if deemed excessive by AT&T. AT&T will provide notice to the City prior to capping any data usage to discuss options.

2.2. **IoT SIM Administration.** AT&T will perform SIM administration/management functions on behalf of Customer on AT&T Control Center, including management of the SIMs in the Controllers and usage monitoring.

3. **Payment.** The City will pay to AT&T ZERO DOLLARS (\$0.00) for Wireless Data Service SIX HUNDRED SEVENTY (670) Controllers.

4. **Change Control Process.** AT&T and the City must submit change requests to the Data Connectivity SOW in writing via the change request form attached hereto as Appendix A. The Party requesting the change must submit a written request to the other Party and the receiving Party will issue a written response within five (5) business days of the receipt of the request, including whether the receiving Party accepts or rejects the request and/or any changes to the terms and conditions. Once agreed upon, both Parties must execute a change request form.

5. **Term of Data Connectivity SOW.** The Data Connectivity SOW is effective as of the Data Connectivity SOW Effective Date and will remain in effect through next consecutive two (2) years ("Data Connectivity SOW Term").

6. **Location.** AT&T will provide the Project at mutually agreed-upon locations in San Jose, California.

7. **Service Issues.** The City is responsible for notifying AT&T of any service issues related to the Project.

8. **Project Managers / Points of Contact.**

AT&T's initial point-of-contact (e.g., Project Manager) is:

Name: Sara Farooqi
Lead Product Marketing Manager
Address: 5001 Executive Parkway
San Ramon, CA 94583
Email: sf1654@att.com
Phone: 925-487-6560

The City's initial point of contact is:

Name: John Wildemuth
Dept of Public Works/Facility Management Electrical
Address: 200 East Santa Clara Street
San Jose, CA 95113
Email: john.wildemuth@sanjoseca.gov
Phone: 408-373-5746

AT&T and the City may change its points-of-contact by notifying the other in writing.

9. **Transmission of Original Signatures and Executing Multiple Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and will bind the Parties to the same extent as that of an original signature. The Data Connectivity SOW may be executed in multiple counterparts, each of which will be deemed to constitute an original but all of which together will constitute only one document.

IN WITNESS WHEREOF, AT&T and the City have caused the Data Connectivity SOW to be executed as of the last date below.

AT&T MOBILITY, LLC

By:

Michael J. Zelo III

Printed Name:

Michael J. Zelo III

Title:

Vice President & GM, IOTS

Date:

March 8th, 2019

SAN JOSE, CALIFORNIA

By:

Leland Wilcox

Printed Name:

Leland Wilcox

Title:

Chief of Staff Office of the City Manager

Date:

3/14/19

APPENDIX A – Sample Change Request Form

Change Request Number: _____			
Requestor:		Tracking #:	
Title:		Date of Request:	
<u>Nature of the Change Request:</u>			
<i>(Please list specific details explaining the Change):</i>			
<u>Change Priority:</u>			
Priority: () high () medium () low			
<u>Attached Materials:</u> (list of additional documents required for other sources – i.e. engineering drawings, equipment order list, etc.)			
<u>To be completed by the Project Manager:</u>			
<u>Impact of Change on the Project:</u>			
<u>Impact of Project Time and Scheduled Delivery Date:</u>			
<u>Impact on Pricing and SOW:</u>			
<u>Notes or Additional Information:</u>			

STATEMENT OF WORK A-3 TO CITY OF SAN JOSE, CALIFORNIA PILOT AGREEMENT

This Statement of Work, No. A-3 (the "Network Integration SOW") is attached to and incorporated in the Smart Cities Pilot Agreement between AT&T Mobility, LLC, on behalf of itself and its Affiliates, and San Jose, California (the "City"), dated _____ (the "Pilot Agreement"). Unless otherwise defined herein, capitalized terms have the meanings ascribed them in the Pilot Agreement. The Network Integration SOW is effective as of the date on the last signature below (the "Network Integration SOW Effective Date").

1. **Purpose.** The purpose of the Network Integration SOW is to document AT&T's deployment of materials listed in Appendix A attached hereto and incorporated herein by reference, on City light poles all located in the City (the "Project"). This Project will take place in mutually agreed-upon City Sites described in §1.2. Services and/or Material not specifically provided for hereunder are outside the scope of the Network Integration SOW.

Deployment & Installation	
LED Fixtures	550
Advanced Lighting Controls (Ubicquia)	550
Cradlepoint Solution	1
Deployment Only (City Self-Installs)	
Advanced Lighting Controls (Ubicquia)	120

1.1 **Network Integration SOW Term.** The term of this Network Integration SOW shall begin on the Network Integration SOW Effective Date and continue through the next consecutive twenty-four (24) months.

1.2 **City Sites.** The following locations within the City are the City sites where the Project will take place (collectively, the "City Sites"):

1. Gardner Community Center / Blebrach Park
2. Almaden Community Center / Parma Park
3. Calabazas Library/ Calabazas Park
4. Camden Community Center / Camden Park
5. Berryessa Community Center / Penitencia Creek Park
6. Roosevelt Community Center/Roosevelt Park
7. Hank Lopez Community Center/Hillview Park
8. Discovery Meadow
9. Kirk Community Center/Kirk Park
10. Southside Community Center
11. Evergreen Library / Aborn Park
12. Frank Bramhall Park
13. Lincoln Glen Park
14. Seven Trees Community Center

2. **Installation.** AT&T will be responsible for executing the following activities for the materials identified in the deployment and installation category (LED Fixtures, 550 Lighting Controllers, Cradlepoint Solution):

2.1 **Installation Project Management.** In support of the Project AT&T will:

- (a) Assign a designated AT&T Installation Project Manager ("AT&T PM") to interface directly with the City Project Manager and serve as the primary interface to the City.
- (b) Conduct a formal Project kick-off meeting and review the contract and associated Services.
- (c) Provide a Project Schedule draft for the City's review and approval. The City and AT&T will mutually agree to the Project schedule.
- (d) Work with the City contact to schedule resources and coordinate scheduling
- (e) Participate and provide status and Project planning meetings as mutually agreed. The audience for such status meetings may be either the AT&T personnel, third-party vendors or City-determined team members.
- (f) Coordinate scheduling with the City's local contact.
- (g) At the City's request, provide progress updates.
- (h) Coordinate and track shipping dates of all equipment, see Appendix A, from the following suppliers:
 - (i) Ubiqquia
 - (ii) Graybar
 - (iii) Cradlepoint
- (i) Project management for installation and deployment term will not exceed six (6) months from project kick-off.

2.2 Deliverables.

Description of Material/Service	Material/Service Delivery Date
Project Schedule	Week 2
Permit Request – Includes one single permit	Week 3
Material Shipment lead times, coordination, tracking. This is estimate and will be based on actual lead times.	Week 1 through 10
Installation and turn up of material.	Est Start Week 9 - 12
Final reporting, close out	End of Project

2.3 Implementation. AT&T will provide the resources to perform the following tasks. AT&T will be responsible for providing the following services for the entire Project:

- (a) Installation of Material listed in Appendix A from the represented manufacturers;
- (b) Provide bucket trucks with working height less than 40' when appropriate. Bucket trucks shall also be provided for City inspection and acceptance of the work
- (c) Work will be performed with two (2) to three (3) crews and trucks;
- (d) Activation of Remote monitoring platform for UbiCells;
- (e) Set up Account and provide login information;
- (f) Verify the longitude/latitude pole locations and document the serial number of each UbiCell and provide serial numbers to the City;
- (g) WiFi Activation will be performed where applicable;
- (h) Test and Turn up of each site;
- (i) Project Closure, Acceptance and Reporting;
- (j) Removal and disposal of existing materials;

- (k) Bypassing the existing lighting controls at either the Lighting Control Panel (LCP) or Tesco Pedestal Panel to ensure constant power is present at each fixture;
- (l) Tracking shipments with manufacturers listed in Section 2.0 above;

2.4 Project General Requirements.

2.4.1 Standard of Performance: AT&T must perform all Construction Work in a good, workmanlike manner, using experienced and skilled craftsmen and complying with the generally accepted standards applicable to such work.

2.4.2 Protection of Property: AT&T must use all reasonable means to protect materials, equipment, City property and adjacent property. AT&T shall repair and/or replace, at AT&T's expense, any damage caused by AT&T while performing the Construction Work.

2.4.3 Safety: AT&T must conform to all applicable occupational safety and health standards, rules, regulations and orders established by the Federal Government, State of California, County of Santa Clara and the City of San José or any other government agency of competent jurisdiction.

2.4.4 Reporting Injury/Damage: If death, serious injuries or serious damage to persons or property occur, AT&T must do the following: (1) immediately report the incident by telephone or in person to the City's Project Manager, and (2) prepare a written report describing the incident and submit it to the City's Project Manager within forty-eight (48) hours of the incident.

2.4.5 Equipment Terms. The City acknowledges and agrees that AT&T's ability to deliver purchased equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T will have no liability for delays in any delivery schedule. Title and risk of loss to purchased equipment will pass to the City upon shipment from AT&T's supplier.

2.5 Project Management & Installation Service Hours. Project Management and installation will be provided hereunder and shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours" or "NBH"), unless otherwise noted herein. After hours service will be requested in writing through the change order process and AT&T will invoice the City accordingly.

2.6 City Responsibilities. To manage the activities outlined herein on time and within budget, City-assigned roles and responsibilities must be fulfilled effectively. The City is responsible for the following:

- (a) Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the Project;
- (b) Coordinate appropriate personnel for conference calls, interviews or to provide information as reasonably requested and applicable by AT&T;
- (c) Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope;
- (d) Provide local Site Contact name, telephone number, address, and email for both a primary and backup Local Site Contact to facilitate local scheduling issues, and other Site-specific details. This information is to be provided to the AT&T Installation Project Manager for each Site;
- (e) Provide authorized personnel on-site during any Material Installation and Test and Turn-Up.
- (f) Provide all power sources;
- (g) Provide power to UbiCells twenty-four hours, 7 days a week (24/7) basis;

- (h) Additional cost due to tariffs if contract is not signed prior to expiration of quotes;
- (i) City is responsible for processing permitting;
- (j) City is responsible for completing acceptance process; and
- (k) City is responsible for material delivery confirmation and installing 120 Ubicquia Intelligent Nodes. All technician must follow Ubicquia's installation script which will be provided and engage with Ubicquia to verify approval for installation. Ubicquia's support number is 844-874-5859. Failure to comply may negate Ubicquia warranty

2.7 Acceptance.

2.7.1 AT&T will complete installation and synch the installed hardware with the controller portal. AT&T will provide a record of such synch-up/ AT&T will coordinate inspection for acceptance of the Services. AT&T will provide the City with written notice that the installation phase of the Project is completed. AT&T will provide the City with written notice that the controller portal synch phase of the Project is completed.

2.7.2 The City will provide AT&T written notice that it either accepts the Services or does not accept the Services pursuant to the schedule described in this sub-section. Specifically, the City will: (a) provide AT&T with written notice that it accepts the installation phase of the Project within ten (10) business days after receiving the corresponding notice described in §2.7.1; and (b) provide AT&T with written notice that it accepts the controller portal synch phase of the Project within fifteen (15) days after receiving the corresponding notice described in §2.7.1. If the City does not accept either the installation or the controller portal synch phase of the Project, then the City will provide a detailed, written explanation of its reasons for non-acceptance. The Parties acknowledge and agree that the City's failure to provide the notices described in this §2.7.2 within the corresponding time periods will be a default and/or breach of this Network Integration SOW and the Pilot Agreement.

2.7.3 AT&T will be responsible to resolve installation related issues within warranty period.

2.8 Installation Warranty. AT&T will provide a warranty for installation issues for this Project for a period of sixty (60) days from the corresponding acceptance date. Material must have been installed by AT&T and has not been repaired, maintained, or reconfigured by any other company other than AT&T.

2.9 Engagement Assumptions. This Network Integration SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide the City with the changes to the scope, tasks, deliverables or terms and conditions of this Network Integration SOW via the Change Control Process described in this Network Integration SOW.

- (a) Delivery of Material is based on manufacturer lead times. Expedites are not included in the above pricing;
- (b) AT&T is not responsible for delays in the Project due to City issues or unforeseen construction embargos;
- (c) AT&T requires a two (2) week lead time for scheduling installation resources once all material is onsite;
- (d) The City is responsible for approval of schedule, availability for feedback and reviews, timely approval of acceptance of the work;
- (e) Assumes constant power is present at each pole except for AT&T need to bypass existing lighting controls at either the Lighting Control Panel (LCP) or Tesco Pedestal Panel to ensure constant power is present at each fixture;

- (f) The City is responsible for voltage requirements and compliance issues;
- (g) All Material will be installed according to agreed installation schedule;
- (h) The City can perform inspections on their own at any time;
- (i) Assumes unrestricted access to poles (No locked gates, etc.);
- (j) Poles are accessible by bucket truck with working height less than 40' (No high mast lighting);
- (k) Does not include any pole/wiring repairs;
- (l) Pole replacement is excluded;
- (m) Underground or overheard wiring between poles is excluded;
- (n) Cones and flagger assumed satisfactory for remaining fixtures (residential and small collector roads);
- (o) AT&T has agreed to submit one permit on behalf of the City for the entire Project;
- (p) Assumes "As Built" drawings are available in digital format and can be accessed remotely;
- (q) One drawing will be submitted to encompass up to three (3) configurations for permitting;
- (r) Cut sheets of the four (4) components will be made available to MasTec P.E. for drawings;
- (s) No battery backup will be provided for any components of the UbiCells because it is an AC power solution only;
- (t) AT&T will not be responsible for the repair of any materials when such repair is necessitated by external causes, including, but not limited to the following (which shall be outside the scope of this Network Integration SOW): acts of God; power surges that exceed product specification; improper power supply; fault of negligence of the City or user; improper or unauthorized use; alteration; and any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use;
- (u) If required, the City will provide permission for drilling into polls to complete installation and safely secure materials as described in this scope of work;
- (v) Project assumes C10 licenses are acceptable to perform work;
- (w) Does not include any step-down transformer for power;
- (x) Power supply can be hardwired (i.e., not a plug-in type); and
- (y) Power supply can be installed in NEMA 4R enclosure
- (z) The City will provide AT&T and UbiCell access to each City entity's respective portals for troubleshooting purposes and on an as-needed basis only.

3. Products.

3.1 Maintenance and Warranty. For purchased material which is listed in Appendix A, the City is deemed to accept the warranty and return material authorization (RMA) processes provided by each manufacturer. Additionally, the applicable warranty passed through to the City with respect to purchased material is included and provided directly to the City.

3.2 Advanced Smart Lighting Controllers.

3.2.1 Training. One (1) two-hour training session for City-designated users of AT&T's related Software services.

3.2.2 UbiCell Portal and Support. AT&T will set up a City profile on remote monitoring platform for UbiCells. The City will be able to proactively view status and energy consumption for each UbiCell installed which includes:

- Standard outage and disruption notifications, including affected Ubicell location(s);
- The encryption of data transmission;
- In the event the City requires post installation support specific to the Ubicell hardware and software, the City may call the following number 844-874-5859 during normal business hours, 8am to 6pm ET.

4. **Change Control Process.** Any changes or modifications to the scope as specified herein may impact the pricing and will be handled through the change order process. Either Party must submit change requests to contractual documents in writing via the sample at Appendix B to this Network Integration SOW. The Party requesting the change must submit a written request to the other Party and the receiving Party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving Party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed both Parties must execute the document in Appendix B.

IN WITNESS WHEREOF, AT&T and the City have caused the Network Integration SOW to be executed as of the last date below.

AT&T MOBILITY, LLC

By:

Printed Name: Michael J. Zeto III

Title: Vice President + GM, IOTS

Date: March 8th, 2019

SAN JOSE, CALIFORNIA

By:

Printed Name: Leland Wilcox

Title: Chief of Staff Office of the City Manager

Date: 3/14/19

APPENDIX A: MATERIALS LIST

CRADLEPOINT

SW	Cradlepoint	3yr Net Cloud Essential for Mobile Perp Rtr Prime w/sup & IBR900 rtr w/wl	1
HW	Panorma Antennas	Cradlepoint 5in1 Blk Dome	1
HW	Cradlepoint	COR IBR900/IBR950 ACCS	1
HW	Cradlepoint	NEMA 4X Enclosure 12/10/6	1
HW	Cradlepoint	Strain Relief Connector w/nut CPNT for Enclosure	1
HW	Cradlepoint	Steel Backplan 12x10In for ARCCPNT	1

UBICQUIA

category	Vendor	Component	Quantity
HW	Ubicquia	Ubicell Base	670
HW	Ubicquia	LTE Cat-M1 Module	670
HW	Ubicquia	Ubivu per node annual fee	670
HW	Ubicquia	Communications board w 802.11 AC Public WiFi	134

GRAYBAR

QTY	Type	MFG	Part
Note			GARDNER COMMUNITY CENTER
8		AMEL	ATB0 30BLEDE13 MVOLT R3 BZ NL P7
		Line	
		Note:	BUILDING PARKING LOT
8		AMEL	BR1060 BZ
			TENON BRACKET
7		HOLO	AWDE2 P40 40K AS T BK 5 F P BK P7
		Line	
		Note:	BACK WALKWAY
7		AMEL	ATB2 60BLEDE15 MVOLT R3 BZ HS NL UMS
		Line	P7
		Note:	40' FIELD LIGHTING
6		AMEL	ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7
		Line	BASKETBALL
		Note:	PICNIC
8		HOLO	HLWPC2 P20 AS T3M BKSDP
		Line	P7
		Note:	FRONT OF BUILDING

1	HOLO	HLWPC2 P20 AS T3M BKSDP
	Line	P7
	Note:	PARK BATHROOM
SUBTOTAL		
Note		1 ALMADEN COMMUNITY
22	AMEL	CENTER
	Line	ATB0 30BLEDE70 MVOLT R3 NL UMS P7
	Note:	PARKING SIDES
8	AMEL	ATB0 30BLEDE70 MVOLT R5 BZ NL UMS P7
	Line	
	Note:	PARKING MIDDLE
8	AMEL	BR1060 BZ
	Line	TENON BRACKET
	Note:	EXTERIOR
18	AMEL	ATB0 30BLEDE10 MVOLT R3 BZ NL UMS P7
	Line	
	Note:	PLAYGROUND
3	AMEL	ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7
	Line	
	Note:	PARKING L
12	HOLO	HLWPC2 P20 AS T3M BZSDP
	Line	P7
	Note:	BUILDING WALLPACKS
SUBTOTAL		
Note		2 CALABAZAS
12	AMEL	BRANCH
	Line	ATB0 30BLEDE13 MVOLT R3 NL UMS P7
	Note:	EXTERIOR LIBRARY
4	HOLO	HLWPC2 P20 40K AS T3M GYSDP P7
	Line	
	Note:	EXT LIBRARY WALL
3	KIM	UR20-28L-30-4K7-5W-UNV-PT24-PS-7PR
26	CREE	OSQ-HO-A-NM-4ME-65L-40K-UL-BZ-R
	Line	
	Note:	BASKETBALL
26	CREE	OSQ-HO-(DA OR AA)-BZ
	Line	POLE MOUNT ARM
	ALTERNATE	VP-L/96NB-280/4K/T4/UNV/PCRU/RA/DBT
17	AMEL	ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7
	Line	
	Note:	CENTER PLAYGROUND
1	HOLO	HLWPC2 P20 AS T3M BKSDP
	Line	P7
	Note:	CENTER
		BATHROOM
SUBTOTAL		

Note		3CAMDEN
3	AMEL	ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7
	Line	
	Note:	PARKING TOP
2	AMEL	ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7
	Line	
	Note:	PARKING BOTTOM
1	AMEL	ATB0 30BLEDE15 MVOLT R5 BZ NL UMS P7
	Line	
	Note:	CENTER PLAYGROUND
SUBTOTAL		
Note		4 BERRYESSA COMMUNITY CENTER
14	AMEL	ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7
	Line	
	Note:	CENTER PLAYGROUND / PARKING
10	AMEL	ATB2 80BLEDE70 MVOLT R3 BK NL UMS P7
	Line	
	Note:	PARKING LOT 2
1	HOLO	PSLED PK2 MVOLT MFL 40K 1 BZSDP 10KVIL PER7
	Line	
	Note:	FRONT 1
2	HOLO	PPSQL2 P50 40K AS GL T5W SSM WHSDP
	Line	
	Note:	FRONT 2
		HLWPC2 P20 AS T3M BKSDP
17	HOLO	P7
	Line	
	Note:	AROUND BUILDING
SUBTOTAL		
Note		5 ROOSEVELT CENTER
8	HOLO	AWDE2 P40 40K AS BK 5 M S
	Line	GL
	Note:	PARK PATH
8	HOLO	DUR107
		POLE MOUNT 7-PIN RECEPTACLE BRACKET
		PTE2 P30 40K AS AY5 BK B
13	HOLO	P7E
	Line	
	Note:	PARK PICNIC / TENNIS
		SS
12	AMER	ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7
	Line	
	Note:	PARKING 1
4	AMER	ATB0 30BLEDE13 MVOLT R3 BK NL UMR P7
	Line	
	Note:	PARKING 2
5	AMER	ATB0 30BLEDE13 MVOLT R5 BZ NL UMR P7
	Line	
	Note:	PARKING 3
5	AMER	BR1060 BZ

		TENON BRACKET
		PSLED PK5 MVOLT WFR 40K YK BZSDP
4	HOLO	10KVIL
		PER7
	Line	
	Note:	FRONT 1
4	HOLO	BLT10 BZ
		TAPERED POLE BRACKET
5	KIM	UR20-28L-30-4K7-3-UNV-PT24-PS-7PR
		FLB-12-
5	HUBL	PS
20	KIM	UR20-28L-30-4K7-3-UNV-FM44-WH-7PR
14	HOLO	HLWPC2 P20 40K AS T3M GYSDP P7
	Line	
	Note:	AROUND BUILDING
SUBTOTAL		
Note		
2	AMEL	6 HANK LOPEZ
2	AMEL	ATB2 80BLEDE70 MVOLT R4 BZ NL UMS P7
1	AMEL	ATB2 80BLEDE70 MVOLT R5 BZ NL UMS P7
3	AMEL	PSLED PK5 MVOLT MFL 40K TM BZSDP PER7
7	AMEL	ATB0 30BLEDE70 MVOLT R2 BZ NL UMS P7
4	AMEL	ATB0 30BLEDE70 MVOLT R3 BZ NL UMS P7
4	AMEL	ATB2 60BLEDE15 MVOLT R3 BZ NL UMS P7
	AMEL	ATB0 30BLEDE70 MVOLT R3 BZ NL UMS P7
3	HOLO	HLWPC2 P20 AS T3M BZSDP
		P7
SUBTOTAL		
Note		
30	KIM	7 DISCOVERY MEADOW
20	AMER	UR28-114L-160-4K7-5W-UNV-PT24-BL-7PR
		ATB0 30BLEDE13 MVOLT R3 BK NL UMR P7
SUBTOTAL		
Note		
9	AMEL	8 KIRK COMMUNITY CENTER
2	AMEL	ATB0 30BLEDE13 MVOLT R3 BZ UMS P7
4	AMEL	ATB2 80BLEDE70 MVOLT R5 BK NL UMS P7
	AMEL	ATB2 80BLEDE70 MVOLT R3 BK NL UMS P7
5	HOLO	PSLED PK5 MVOLT WFR 40K 3 WHSDP
		10KVIL
5	HOLO	PER7 AO 05 43
		BKT1 WH
16	HOLO	WALL BRACKET
2	KIM	HLWPC2 P20 40K AS T3M BZSDP P7
		UR20-68L-80-4K7-5W-UNV-PT24-BL-7PR-TL
SUBTOTAL		
Note		
11	AMEL	9 SOUTHSIDE
11	AMEL	ATB2 80BLEDE70 MVOLT R3 BK NL UMS P7
		BR1060 BK
6	AMEL	TENON BRACKET
		ATB2 80BLEDE70 MVOLT R5 BK NL UMS P7

6	AMEL	BR1060 BK
6	HOLO	AWDE2 P40 40K AS A BK 5 M S GL
6	HOLO	DUR107
		POLE MOUNT 7-PIN RECEPTACLE BRACKET
3	HOLO	PSLED PK5 MVOLT WFR 40K 3 GYSDP 10KVIL PER7
		AO 05 43
SUBTOTAL		
Note		10 EVERGREEN LIBRARY - VERIFY COUNT AND MOUNTING
24	AMEL	ATB0 30BLEDE15 MVOLT R3 BK NL UMS P7
2	AMEL	HLWPC2 P20 40K AS T3M GYSDP P7
SUBTOTAL		
Note		11 ABORN PARK - VERIFY COUNT AND MOUNTING
10	AMEL	ATB0 30BLEDE15 MVOLT R5 BZ NL UMS P7
1	AMEL	ATB0 30BLEDE15 MVOLT R3 BK NL UMS P7
1	AMEL	BR1060 BK
SUBTOTAL		
Note		REVISIONS AND ADDED FIXTURES PER CITY OF SAN JOSE REQUEST (PER ACUITY DISCUSSION W/ CITY)
Note		12 ROOSEVELT & SOUTHSIDE
Note		CHANGED TO HAVE INTERNAL 7-PIN RECEIPTACLE AND ADDED SPECIAL CASTING TO ATTACH FIXTURE TO POST CAPITAL TENON ON THE POLE
		AWDE2 P40 40K AS BK 5 M S
-8	HOLO	GL
		ROOSEVELT
	Line	
	Note:	13 PARK PATH
-8	HOLO	DUR107
		POLE MOUNT 7-PIN RECEPTACLE BRACKET
8	HOLO	AWDE2 P40 40K AS T BK 5 M S GL P7
6	HOLO	TC-7PC/3T-BK RFD293145
		ITEM IS HS-1140 TRANSITIONAL CASTING ALUMINUM FROM 7
		INCH DIA POST CAPITAL TO 3 INCH DIA TENON.
		PAINTED STANDARD HOLOPHANE BLACK.
-6	HOLO	AWDE2 P40 40K AS A BK 5 M S GL
		SOUTSIDE
-6	HOLO	DUR107
		POLE MOUNT 7-PIN RECEPTACLE BRACKET
6	HOLO	AWDE2 P40 40K AS T BK 5 M S GL P7
6	HOLO	TC-7PC/3T-BK RFD293145
		ITEM IS HS-1140 TRANSITIONAL CASTING ALUMINUM FROM 7

INCH DIA POST CAPITAL TO 3 INCH DIA
TENON.
PAINTED STANDARD HOLOPHANE BLACK.

14 DISCOVERY MEADOWS - ADDED
FIXTURES

Note

2

AMER ATB0 30BLEDE13 MVOLT R3 BK NL UMR P7

8

AMER ATB0 30BLEDE13 MVOLT R3 BK NL UMS P7

17

HOLO HLWPC2 P20 40K AS T3M BKSDP P7

Note

10

AMER ATB0 30BLEDE13 MVOLT R3 BZ NL UMS P7

10

AMER ATB0 30BLEDE13 MVOLT R3 BK NL UMR P7

SUBTOTAL

APPENDIX B: SAMPLE CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change <i>Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).</i>

AGREED and ACCEPTED:
CITY OF SAN JOSE, CALIFORNIA:
By:

(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:
AT&T
By:

(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

APPENDIX C: SAMPLE SERVICES ACCEPTANCE CHECKLIST

LIST OF ACTIVITIES	Applicable	Completion date	Initial
<u>City Responsibilities</u>	✓		
	✓		
<u>AT&T Responsibilities</u>	✓		
	✓		
	✓		
	✓		
	✓		
	✓		
<u>Delivery & Checkout</u>	✓		
	✓		
	✓		

City Acceptance:

By:

(Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)

AT&T Acknowledgement:

By:

(Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)

EXHIBIT B

AT&T CORPORATE CONTRIBUTION LETTERS
[IMMEDIATELY FOLLOWS THIS PAGE]

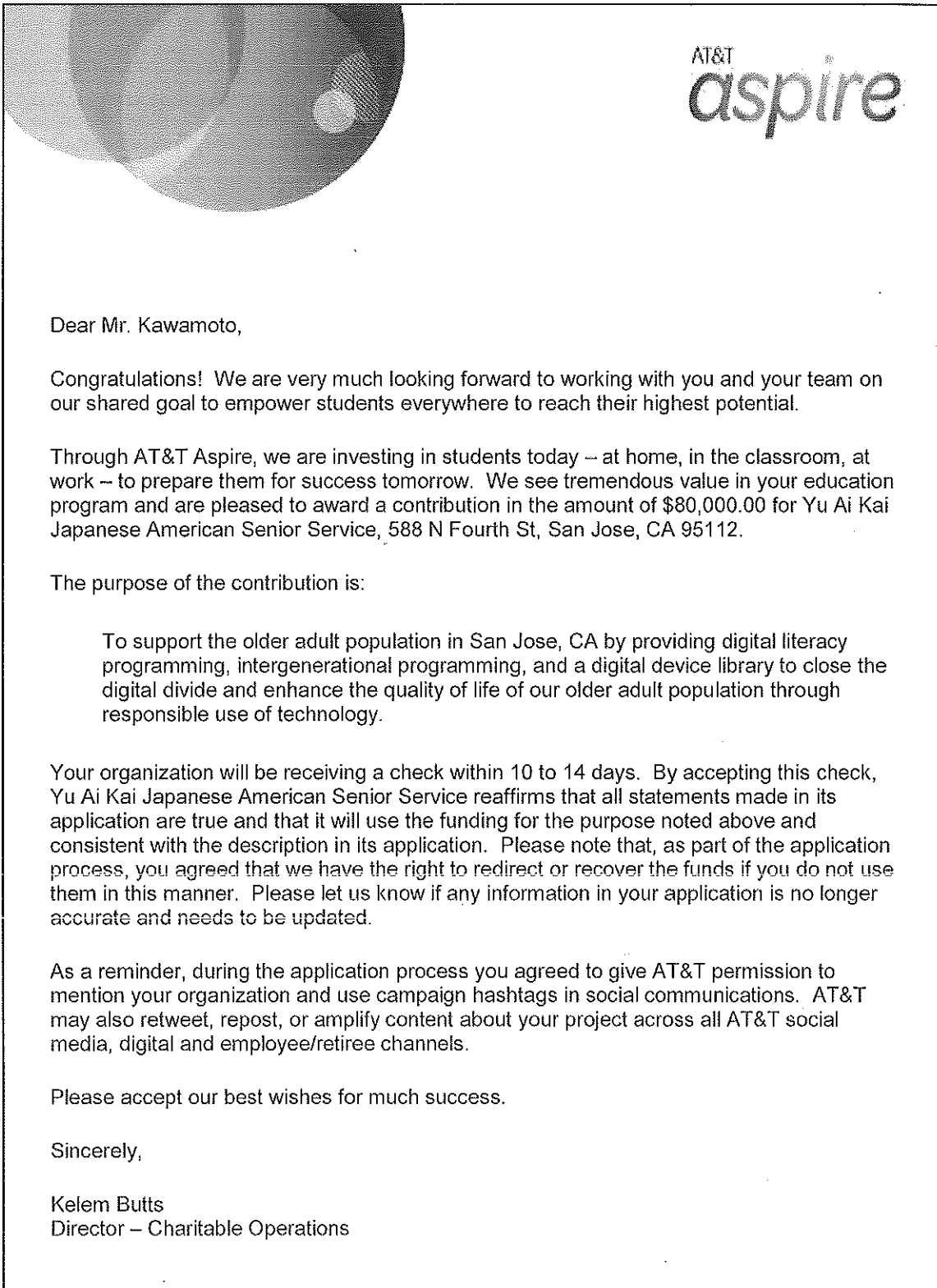
From: BUTTS, KELEM B

Sent: Friday, January 11, 2019 12:15 PM

To: rkawamoto@yuaikai.org

Cc: FAROOQI, SARA <sf1654@att.com>; CLARK POOLE, STEPHANIE <sc235g@att.com>; FLEMING, TIMOTHY B <tf0952@att.com>

Subject: AT&T Funding Approval – \$80,000.00 to Yu Ai Kai Japanese American Senior Service (2018716152)



Dear Mr. Kawamoto,

Congratulations! We are very much looking forward to working with you and your team on our shared goal to empower students everywhere to reach their highest potential.

Through AT&T Aspire, we are investing in students today – at home, in the classroom, at work – to prepare them for success tomorrow. We see tremendous value in your education program and are pleased to award a contribution in the amount of \$80,000.00 for Yu Ai Kai Japanese American Senior Service, 588 N Fourth St, San Jose, CA 95112.

The purpose of the contribution is:

To support the older adult population in San Jose, CA by providing digital literacy programming, intergenerational programming, and a digital device library to close the digital divide and enhance the quality of life of our older adult population through responsible use of technology.

Your organization will be receiving a check within 10 to 14 days. By accepting this check, Yu Ai Kai Japanese American Senior Service reaffirms that all statements made in its application are true and that it will use the funding for the purpose noted above and consistent with the description in its application. Please note that, as part of the application process, you agreed that we have the right to redirect or recover the funds if you do not use them in this manner. Please let us know if any information in your application is no longer accurate and needs to be updated.

As a reminder, during the application process you agreed to give AT&T permission to mention your organization and use campaign hashtags in social communications. AT&T may also retweet, repost, or amplify content about your project across all AT&T social media, digital and employee/retiree channels.

Please accept our best wishes for much success.

Sincerely,

Kelem Butts
Director – Charitable Operations

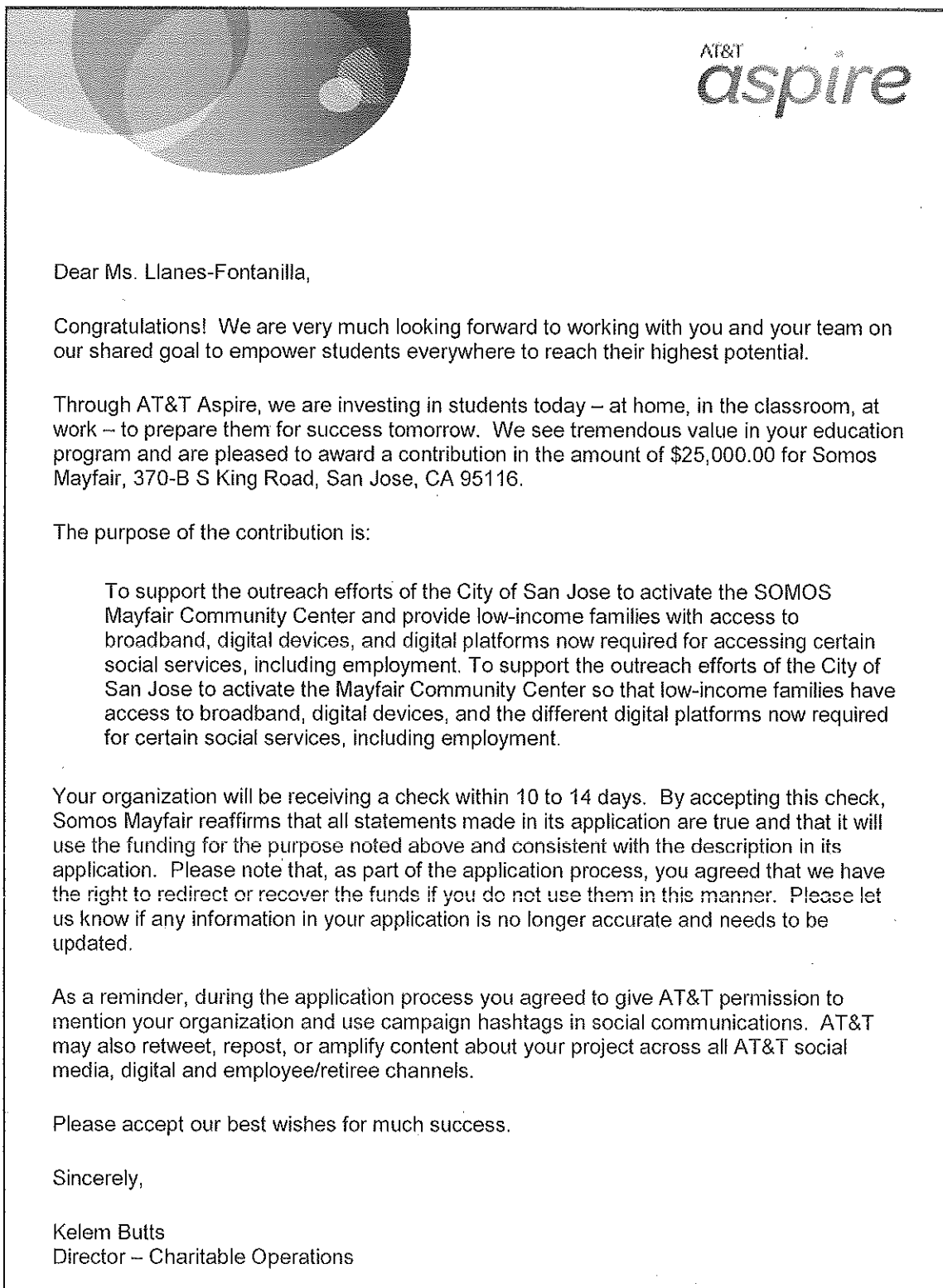
From: BUTTS, KELEM B

Sent: Friday, January 11, 2019 12:15 PM

To: cfontanilla@somosmayfair.org

Cc: jpazcedillos@somosmayfair.org; FAROOQI, SARA sf1654@att.com; CLARK POOLE, STEPHANIE sc235g@att.com;

Subject: AT&T Funding Approval – \$25,000.00 to Somos Mayfair (2018716155)



Dear Ms. Llanes-Fontanilla,

Congratulations! We are very much looking forward to working with you and your team on our shared goal to empower students everywhere to reach their highest potential.

Through AT&T Aspire, we are investing in students today – at home, in the classroom, at work – to prepare them for success tomorrow. We see tremendous value in your education program and are pleased to award a contribution in the amount of \$25,000.00 for Somos Mayfair, 370-B S King Road, San Jose, CA 95116.

The purpose of the contribution is:

To support the outreach efforts of the City of San Jose to activate the SOMOS Mayfair Community Center and provide low-income families with access to broadband, digital devices, and digital platforms now required for accessing certain social services, including employment. To support the outreach efforts of the City of San Jose to activate the Mayfair Community Center so that low-income families have access to broadband, digital devices, and the different digital platforms now required for certain social services, including employment.

Your organization will be receiving a check within 10 to 14 days. By accepting this check, Somos Mayfair reaffirms that all statements made in its application are true and that it will use the funding for the purpose noted above and consistent with the description in its application. Please note that, as part of the application process, you agreed that we have the right to redirect or recover the funds if you do not use them in this manner. Please let us know if any information in your application is no longer accurate and needs to be updated.

As a reminder, during the application process you agreed to give AT&T permission to mention your organization and use campaign hashtags in social communications. AT&T may also retweet, repost, or amplify content about your project across all AT&T social media, digital and employee/retiree channels.

Please accept our best wishes for much success.

Sincerely,

Kelem Butts
Director – Charitable Operations

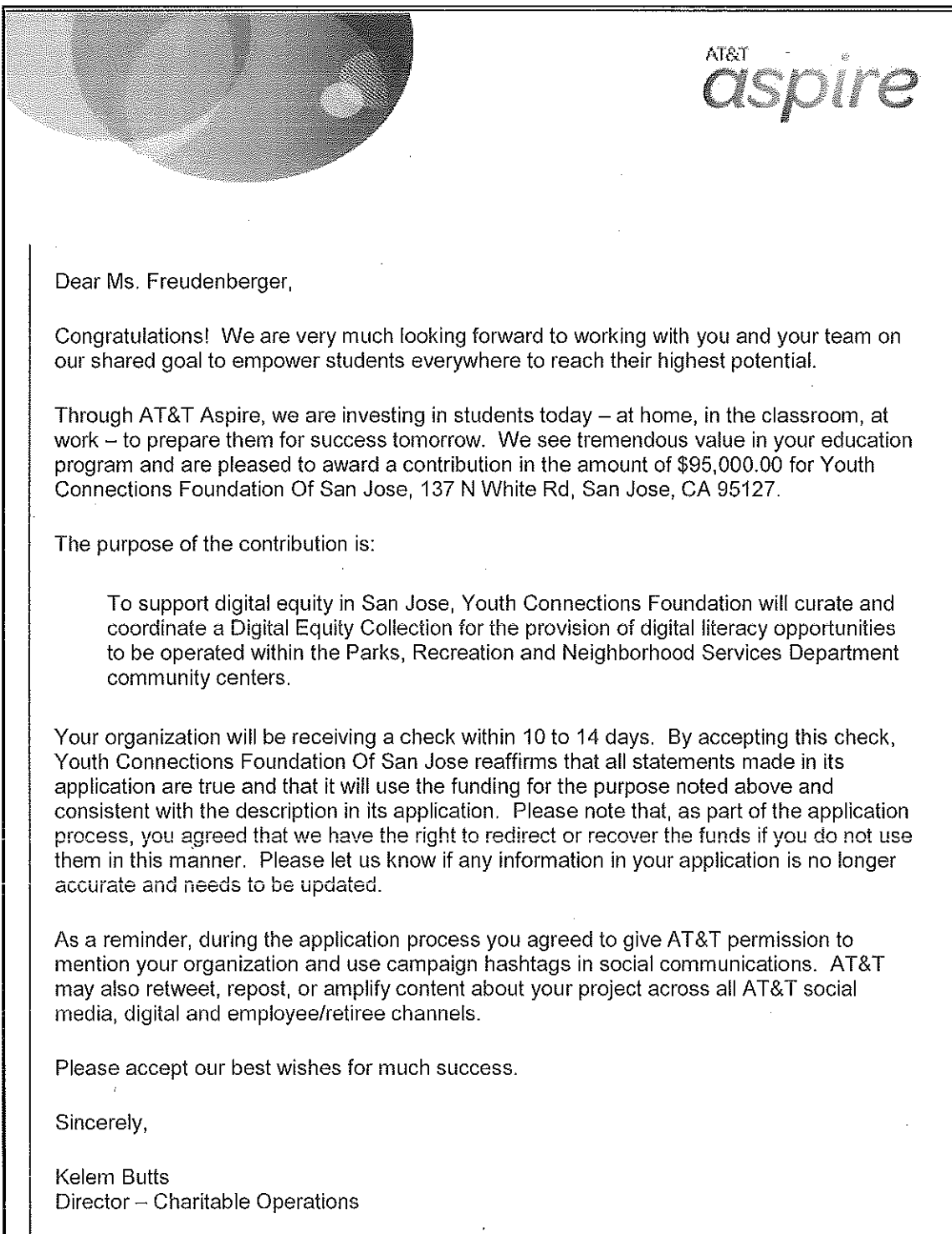
From: BUTTS, KELEM B

Sent: Friday, January 11, 2019 12:00 PM

To: oldhippie1747@gmail.com

Cc: Komila.Muku@sanjoseca.gov ; [FAROOQI, SARA sf1654@att.com](mailto:FAROOQI,SARA sf1654@att.com) ; [CLARK POOLE, STEPHANIE sc235g@att.com](mailto:CLARK POOLE,STEPHANIE sc235g@att.com) ;

Subject: AT&T Funding Approval – \$95,000.00 to Youth Connections Foundation Of San Jose (2018715931)



Dear Ms. Freudenberger,

Congratulations! We are very much looking forward to working with you and your team on our shared goal to empower students everywhere to reach their highest potential.

Through AT&T Aspire, we are investing in students today – at home, in the classroom, at work – to prepare them for success tomorrow. We see tremendous value in your education program and are pleased to award a contribution in the amount of \$95,000.00 for Youth Connections Foundation Of San Jose, 137 N White Rd, San Jose, CA 95127.

The purpose of the contribution is:

To support digital equity in San Jose, Youth Connections Foundation will curate and coordinate a Digital Equity Collection for the provision of digital literacy opportunities to be operated within the Parks, Recreation and Neighborhood Services Department community centers.

Your organization will be receiving a check within 10 to 14 days. By accepting this check, Youth Connections Foundation Of San Jose reaffirms that all statements made in its application are true and that it will use the funding for the purpose noted above and consistent with the description in its application. Please note that, as part of the application process, you agreed that we have the right to redirect or recover the funds if you do not use them in this manner. Please let us know if any information in your application is no longer accurate and needs to be updated.

As a reminder, during the application process you agreed to give AT&T permission to mention your organization and use campaign hashtags in social communications. AT&T may also retweet, repost, or amplify content about your project across all AT&T social media, digital and employee/retiree channels.

Please accept our best wishes for much success.

Sincerely,

Kelem Butts
Director – Charitable Operations

EXHIBIT C

INSURANCE DOCUMENTS
[IMMEDIATELY FOLLOWS THIS PAGE]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: US Centralized Services PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Att.CertRequest@marsh.com FAX (A/C, No):	
CN103150778-CAW-CRT-18-19 X X		INSURER(S) AFFORDING COVERAGE	
INSURED AT&T Mobility Services, LLC One AT&T Plaza 208 South Akard, Room 1830.06 Dallas, TX 75202		INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24147	

COVERAGES

CERTIFICATE NUMBER:

CHI-009217553-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 313636	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 7,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313635 MWZX 313637 (MI)	06/01/2018 06/01/2018	06/01/2019 06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		MWC 313638 00	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 6,000,000 E.L. DISEASE - EA EMPLOYEE \$ 6,000,000 E.L. DISEASE - POLICY LIMIT \$ 6,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 313639 (OH, WA) See Second Page	06/01/2018	06/01/2019	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its officials, employees, agents and contractors is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER

CANCELLATION

City of San Jose -- Finance Attn: Risk Management 200 East Santa Clara St., Floor T-14 San Jose, CA 95113	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Manashi Mukherjee</i>
--	--

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AGENCY CUSTOMER ID: CN103150778

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Mobility Services, LLC One AT&T Plaza 208 South Akard, Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 313639 (OH-WA)
Self-Insured Retentions
OH & WA - \$500,000,000 (except Terrorism)
OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 313637 (MI)
Combined Single Limit - \$1,000,000
Self-Insured Retention - \$1,000,000

General Liability contains a Cross Liability/Severability of Interest Clause but only to the extent dictated by policy terms, exclusions, and conditions.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All Persons or Organization as Required by Written Contract or Agreement. In no event shall the Insurance provided exceed the scope of coverage or limits as required by said contract agreement.	The Locations as Specified in the Written Contract or Agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All Persons or Organizations as Required by Written contract or Agreement. In no event shall the insurance provided exceed the scope of coverage or limits as required by said contract or agreement	The Location as Specified in the Written contract or Agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

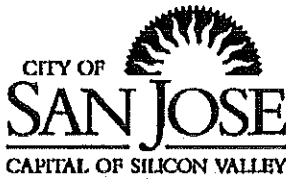
All other terms and conditions of this policy remain unchanged.

EXHIBIT D

AT&T OBLIGATION
[IMMEDIATELY FOLLOWS THIS PAGE]

EXHIBIT D: Summary Breakdown of \$1,300,000 Commitment

1. Tech For Good: Philanthropic Contributions	\$200,000
2. LED Lighting Conversion & IoT Controllers: Hardware, installation, LTE connectivity, licenses	\$885,000
3. Digital Infrastructure: Hardware, LTE connectivity, licenses	\$95,000
4. Contingency Installation related costs/additional connectivity	\$120,000
Total:	\$1,300,000



- ☐ FOR YOUR ELECTRONIC SIGNATURE
☐ FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: 3/8/19

TOTAL PAGES: _____
(INCLUDING THIS PAGE)

TO: Michael J. Zeto, III

TO: _____

EMAIL: m2499k@att.com

EMAIL: _____

PHONE: 678-917-0356

PHONE: _____

☒ I agree to use electronic signatures

☐ I agree to use electronic signatures

BY: *Michael J. Zeto, III*
Vice President & GM IOTS

BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN COLOR
4. EMAIL THE ENTIRE DOCUMENT TO

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- ☐ USE OF A PASSWORD PROTECTED WEBSITE
☐ CONFIRMED BY A KNOWN TELEPHONE NUMBER
☐ PERSONALLY KNOWN TO CITY STAFF

664382-000

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: ☒ City Attorney
☒ City Manager
☒ City Clerk **OR** Return to
Dept. (circle one)

☒ Insurance Certificates / Waivers ☒ Electronically Signed: Yes
☐ Business Tax Certificate ☐ Audit Trail Attached (if applicable)
☐ Contacted Clerk re: Form 700 ☒ Scanned Signature Authorization
☐ Supplemental Memorandums (if applicable): Select One

Type of Document: Existing Contract

Type of Contract: Donations

664379-000

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # ~~663340~~

Contractor: New Cingular Wireless PCS, LLC

San Ramon, CA

Address: 2180 LAKE BLVD NE, 10th Floor, Atlanta, GA 30319

Spool Executive Parkway 94583

Phone: 678.917.0356

Email: ZETO, MICHAEL J <MZ499k@att.com>

Contract Description: AT&T in-kind contributions for smart city including LED, smart controllers, digital infrastructure and tech4good

Term Start Date: 03/15/2019

Term End Date: 09/15/2021

Extension: No

Method of Procurement: N/A

RFB, RFP or RFQ No.: N/A

Date Conducted: N/A

Agenda Date (if applicable): 06/26/2018

Agenda Item No.: 3.3

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: _____

Amount of Increase/Decrease: _____

Option #: ____ of ____

Option Amount: _____

Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required: No

Revenue Agreement: No

Business Tax Certificate No.: 0071402210

Expiration Date: 10/15/19

Department: CMO (41)

Department Contact Name/Phone: Dolan Beckel/ (408) 535-8260

Received

Notes:

MAR 13 2019

Department Director Signature: _____

City Manager Office

3/12/19
Date

Office of the City Manager Signature: _____

3/13/19
Date